

UNITED STATES DISTRICT COURT  
for the  
DISTRICT OF MINNESOTA

Cause No: 24-cv-100 SRN/DTS

PRESTON BYRON KNAPP;  
MICHELLE NICHOLE KNAPP.

*Plaintiffs,*

vs.

COMPASS MINNESOTA, LLC;  
DANIEL PHILIP HOLLERMAN (*official and  
individual capacities*).

*Defendants.*

Honorable Judge Susan Richard Nelson  
Magistrate Judge David T. Shultz

**AFFIDAVIT OF FACTS**

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

I, Preston Byron Knapp, affirm, depose and state as follows:

1. I am one of the Plaintiffs in the above-captioned matter, competent to testify to the matters herein, and over the age of eighteen years.
2. Plaintiff states that document titled "BUYER REPRESENTATION CONTRACT: EXCLUSIVE" dated 8/29/23 is a Negotiable Instrument pursuant to 12 U.S.C. § 412 and has a value of **\$215,105.00**.
3. Plaintiff states that document titled "PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)", dated 9/1/23, is a Negotiable Instrument pursuant to 12 U.S.C. § 412 and has a value of **\$500.00**.

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4. Plaintiff states that document titled "LISTING CONTRACT: EXCLUSIVE RIGHT TO SELL", dated 9/15/23, is a Negotiable Instrument pursuant to 12 U.S.C. § 412 and has a value of **\$1,584,700.00**.
5. Plaintiff states that document titled "PURCHASE AGREEMENT" (1)", dated 8/29/23, is a Negotiable Instrument pursuant to 12 U.S.C. § 412 and has a value of **\$2,475,000.00**.
6. Plaintiff states that document titled "DISCLOSURE STATEMENT: COMPENSATION DISCLOSURE TO BUYER/TENANT", is a Negotiable Instrument pursuant to 12 U.S.C. § 412 and has a value of **\$4,325,805.00**.
7. Plaintiff states that document titled "PURCHASE AGREEMENT" (2)", dated 10/8/23, is a Negotiable Instrument pursuant to 12 U.S.C. § 412 and has a value of **\$1,272,000.00**.
8. Plaintiff states that document titled "ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER", dated 10/10/23, is a Negotiable Instrument pursuant to 12 U.S.C. § 412 and has a value of **\$1,150,000.00**.
9. Plaintiff states that document titled "NorthstarMLS Listing Change Form and Contract Amendment", dated 10/5/23, is a Negotiable Instrument pursuant to 12 U.S.C. § 412 and has a value of **\$1,295,000.00**.
10. Plaintiff states that document titled "NOTICE OF CANCELLATION OF RESIDENTIAL PROPERTY", dated 11/17/23, is a Negotiable Instrument pursuant to 12 U.S.C. § 412 and has a value of **\$2,915,530.00**.
11. Plaintiff states that he and his wife have sustained **\$4,766,360.00** in emotional stress damages by the Defendant Daniel Philip Hollerman.
12. The Defendant Daniel Philip Hollerman has failed to fulfill the obligations under the said negotiable instruments.



13. The Defendant Daniel Philip Hollerman was duly served with Summons and Complaint on January 22, 2024, and has failed to plead or otherwise defend against the Complaint within the time period required by the Federal Rules of Civil Procedure.
14. No agreements have been entered into between the parties to extend the time for Defendant Daniel Philip Hollerman to respond to the Complaint, and no requests for Leave of this Court or petitions for an Enlargement of Time have been made by Defendant's counsel.
15. The Defendant Daniel Philip Hollerman is therefore in default pursuant to the provisions of the Federal Rules of Civil Procedure, and Plaintiffs are entitled to a Default Judgment in the amount of \$20,000,000.00.

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Preston Byron Knapp  
Preston Byron Knapp, Affiant

2/20/2024  
Date

**NOTARIZATION:** This document was acknowledged before me on February 20<sup>th</sup>, 2024, by Preston Byron Knapp, who is personally known to me or has produced identification.

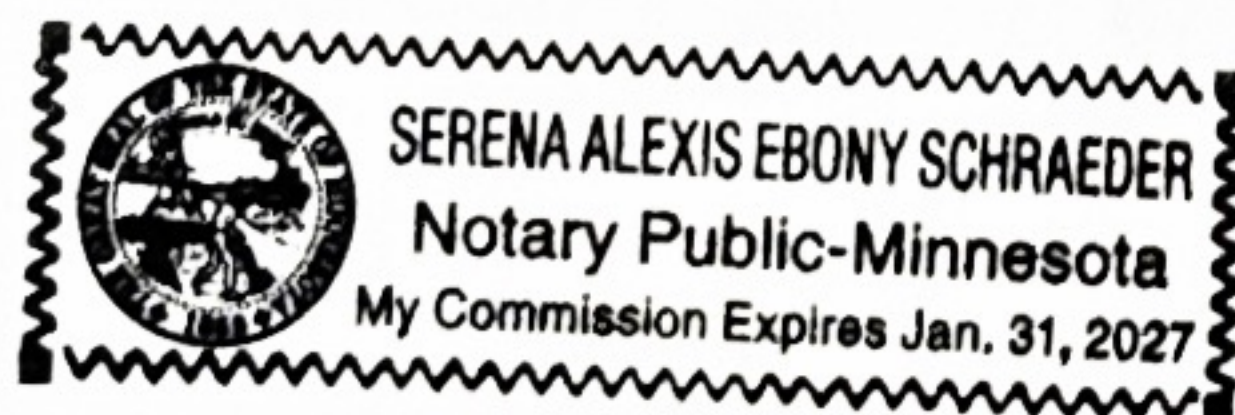
STATE OF MINNESOTA

COUNTY OF: Carver

ON THIS 20 DAY OF Feb, 20 24, THIS RECORD WAS SIGNED

BEFORE ME BY PRESTON BYRON KNAPP.

Seal:



Serena Schraeder  
NOTARY PUBLIC SIGNATURE

COMMISSIONED IN  
Scott COUNTY